

This document was signed electronically on July 9, 2016, which may be different from its entry on the record.

IT IS SO ORDERED.

Dated: July 9, 2016



A handwritten signature in blue ink, reading "Alan M. Koschik".

ALAN M. KOSCHIK
U.S. Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO

IN THE MATTER OF)	CASE NO: 15-52390
)	
ROBYN J. FILING)	CHAPTER 13
)	
)	ALAN M. KOSCHIK
DEBTOR(S))	BANKRUPTCY JUDGE

**ORDER GRANTING MOTION FOR AUTHORITY/APPROVAL
OF SALE OF REAL ESTATE**

This matter came on before the Court upon the Debtor(s) Motion for Authority/Approval of Sale of Real Estate (the "Motion). The Debtor(s) motion was filed on or about **May 17, 2016** and is incorporated herein as if fully rewritten.

The Court finds that notice was given to all the creditors and parties in interest of the Debtor(s) intent to sell the real estate and that no objection or response was filed in response to the same.

It is therefore, accordingly **ORDERED, ADJUDGED AND DECREED** as follows:

1. That the sale of the aforescribed real property known as Parcel Number **68-40036** located at **932 Genessee Rd., Akron, OH 44303** and more fully described in Exhibit A attached to the referenced motion to **Frantz Cos LLC** for the purchase price of **\$304,000.00** is well taken and the same is hereby approved and confirmed. (The purchase price is amended to reflect a reduction of \$10,000.00 after the results of a property inspection held subsequent to said motion being filed. See exhibit B)
2. That the Debtor(s) are directed to execute and deliver to the purchaser a good and sufficient instrument of title conveying Debtor(s) interest upon payment of the aforesaid purchase price.
3. All of the right, title and interest of the Estate and/or the Debtor(s) in the real estate, shall be and hereby is conveyed, "as is, where is" without warranty of any kind. The property will be sold, free and clear of all liens, claims, encumbrances, whether arising prior to or subsequent to the Petition Date.
4. The real property being sold is the Debtor(s)'s residence.
5. At closing the title company shall pay all necessary closing costs and professional fees, mortgages, liens and pro-rated taxes. The Debtor(s) submit that at the closing of the sale, after deduction of closing costs, mortgages, liens and other expenses, the net proceeds shall be paid to Keith L. Rucinski, Chapter 13 Trustee, to fund the Debtor(s) Chapter 13 Plan to pay claims in the order of priority pursuant to the Bankruptcy Code-secured claims, priority claims and if any funds remain the balance to unsecured non-priority claims.

6. That the seller shall provide a complete accounting of the sale, including a final HUD statement and present the same to the Chapter 13 Trustee and the Bankruptcy Court.
7. There being no just reason for delay, Order Confirming Sale shall be entered as a final Order upon the docket of the Court.

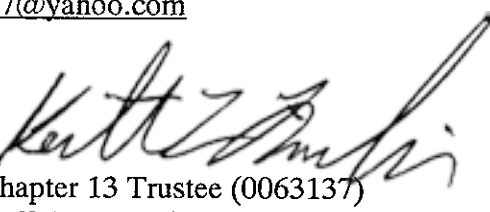
IT IS SO ORDERED.

###

SUBMITTED:

/s/ Trent A Binger
Trent A. Binger # 0073995
Attorney for the Debtor
1799 Akron-Peninsula Rd
Akron, OH 44313
Phone: 330.928.0210
Fax: 330.319.7845
Email: newfreshstart7@yahoo.com

APPROVED:

/s/ Keith L. Rucinski 
Keith L. Rucinski, Chapter 13 Trustee (0063137)
Joseph A. Ferrise, Staff Attorney (0084477)
One Cascade Plaza, Suite 2020
Akron, Ohio 44308
Phone: 330.762.6335
Fax: 330.762.7072
krucinski@ch13akron.com
jferrise@ch13akron.com

LIST OF PARTIES TO BE SERVED

A copy of the foregoing Order Granting Motion for Authority/Approval of Sale of Real Estate was sent via the Court's Electronic Case Filing System on these entities and individuals who are listed on the Court's Electronic Mail Notice List:

U.S. Trustee (Registered address)@usdoj.gov

Keith L. Rucinski, Chapter 13 Trustee efilings@ch13akron.com,

Trent A. Binger

And by regular U.S. mail, postage prepaid, on:

Ms. Robyn J Filing
932 Genesee Rd
Akron, OH 44303

American Title Solutions
3480 W Market St, Suite 293
Fairlawn, OH 44333

Internal Revenue Service
Insolvency Group 3
1240 East Ninth St. Rm 403
Cleveland, OH 44199

Kristen M Scalise
Fiscal Officer
175 S Main St
Akron, OH 44308

Ohio Department of Taxation
Bankruptcy Division
P.O. Box 530
Columbus, OH 43216

Woods Cove III, LLC
1801 W. Olympic Blvd
Pasadena, CA 91199

see attached Mailing Matrix

el Matrix for local noticing
7-5
e 15-52390-amk
thern District of Ohio
on
May 3 13:00:42 EDT 2016
John F. Seiberling Federal Building
Courthouse
outh Main Street
on, OH 44308-1848

AKRON
455 U.S. Courthouse
2 South Main Street
Akron, OH 44308-1813

OHIO DEPARTMENT OF TAXATION
Attn: Bankruptcy Division
PO Box 530
Columbus, OH 43216-0530

Area Credit Service
Box 468449
anta, GA 31146-8449

ARS National Services
PO Box 463023
Escondido, CA 92046-3023

Amer Cunningham Co., LPA
159 S Main St Ste 1100
Akron, OH 44308-1304

ncians in Infectious Diseases
Wertz Ave NW Suite C
ton, OH 44708-4196

David A Sed
269 W Market St
PO Box 672
Ravenna, OH 44266-0672

Firstcredit
PO Box 630838
Cincinnati, OH 45263-0838

adwin & Bryan
Box 26138
veland, OH 44126-0138

(p) INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Joseph R Harrison
310 N Cleveland Massillon Rd
Akron, OH 44333-2493

STEN M. SCALISE
ICAL OFFICER
S. MAIN STREET
ON, OH 44308-1355

Kevin L String
Law Offices
23 N Franklin St Ste 11
Chagrin Falls, OH 44022-3030

Milton C Rankins
53 University Ave
7th Fl
Akron, OH 44308-1608

Montgomery Lynch & Assoc
Box 22720
veland, OH 44122-0720

NCO Financial
PO Box 15270
Wilmington, DE 19850-5270

Northland Group
PO Box 390905
Minneapolis, MN 55439-0905

o Department of Taxation
ruptcy Division
Box 530
umbus, OH 43216-0530

Ohio Department of Taxation
PO Box 182401
Columbus, OH 43218-2401

Revenue Group
PO Box 93983
Cleveland, OH 44101-5983

te Collection Services
5 George St
Box 767
dusky, OH 44871-0767

Summa Health System
2750 Front St
Cuyahoga Falls, OH 44221-1969

Summit County Treasurer
c/o Kristen M Scalise
175 S Main St
Akron, OH 44308-1353

m
Box 1643
w, OH 44224-0643

UHMP Physicians Fairlawn
3624 W Market St
Akron, OH 44333-4510

Univ Hospital Lab Serv Foundation
PO Box 901967
Cleveland, OH 44190-1967



Revision to Amendment Dated 05/24/16



B

AMENDMENT TO OFFER TO PURCHASE AND REMOVAL OF CONTINGENCY

This is an Amendment to the Offer to Purchase Real Estate and Acceptance ("Agreement") between Jenny Frantz and Bill Frantz, managing member ("BUYER") and Robyn Filing ("SELLER") for the property located at 932 Genesee Road Akron, Ohio, with contract dated 04/24/2016. The parties hereby agree as follows:

1. **FINANCING CONTINGENCIES:** The following financing contingencies are hereby removed:

- ☐ a. First Mortgage Loan Commitment
- ☐ b. Other: _____

2. **INSPECTION CONTINGENCIES:**

- | | | |
|--|---|--|
| a. General Home Inspection: | <input type="checkbox"/> Removed | <input checked="" type="checkbox"/> Removed subject to the conditions below. |
| b. Septic System Inspection: | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below. |
| c. Well Water Flow Rate: | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below. |
| d. Well Water Bacteria Test: | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below. |
| e. Other Well Water Tests: | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below. |
| f. Termite/Pest Inspection: | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below. |
| g. Radon: | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below. |
| h. Lead Paint Inspection or Risk Assessment: | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below. |
| i. Mold: | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below. |
| j. Others: | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below. |

Condition(s): Seller and Buyer agree to following terms:

1. Seller to Reduce Sale Price from 314K to \$ 304,000
2. Buyers Agent agrees to reduce commission by \$1500
3. Listing Agent agrees to reduce commission by \$1500
4. Closing/Possession will be 45 days AFTER court approval

3. **OTHER CONTINGENCIES:** The following other contingencies are also hereby removed:

- ☐ _____
- ☐ _____

All other terms and conditions of the Agreement shall remain in full force and effect.

<u>Robyn Filing</u> SELLER	<u>6-3-16</u> DATE	<u>Bill Frantz, managing member</u> BUYER	<u>06/03/16 6:23PM EDT</u> 8JTC-DG96-DLJB-V6A
<u>Jenny Frantz</u> SELLER	<u>05/31/16</u> DATE	<u>Robyn Filing</u> BUYER	<u>06/03/16 6:15PM EDT</u> V9CT-WS05-SKQ6-NCM
<u>K. Dunning</u> Listing Agent/Broker Amendment Removal of Contingency ARC 12/14/2011	<u>05/31/16</u> Date	<u>Robyn Filing</u> Buyer Agent/Broker	<u>06/03/16 8:50AM EDT</u> AYAA-6G81-1DVZ-QKG

Form # 305